

EXHIBIT 1



Sales Contract

销售合同

合同编号 (No.): MRFS134-170902US

Buyer: (买方): Sound Bridge Acoustic Labs, Inc.

Address (地址): 3501 S Interstate HWY 35 E Waxahachie, TX 75165 United States

Tel (电话): +1 214-476-5355 Fax (传真):

Seller (卖方): MRLED INC.

Address (地址): 377 S Lemon Ave Walnut CA 91789, United States

Tel (电话): +1 626 810 9292 Fax (传真):

1. The contract is made by and between the buyer and seller; whereby the buyer agrees to buy and the seller agrees to sell the under-mentioned goods subject to the terms and conditions as stipulated hereinafter:

经买卖双方同意, 按照以下条款由买方购进卖方售出以下产品

NO. 序号	DESCRIPTION OF GOODS 货物描述	SPECIFICATION & MODEL 规格型号	QUANTITY 数量	UNIT PRICE 单价 (USD/S QM)	AMOUNT 金额 (USD)
1	R3 Led Display	R3 500MM*500MM	832 PCS	1150	239,200
2	Accessories	\	1 SET	27,150	27,150
TOTAL			\	\	266,350

SAY TOTAL: U.S. DOLLARS two hundred sixty-six thousand three hundred and fifty

2、Packing and Shipping Marks (包装及唛头):

1. Packing: Export standard packing

包装: 出口标准包装

2. Shipping Marks: At the Seller's option or designated by Buyer

唛头: 由卖方自定或买方指定

3、Country of Origin (原产国): China 中国

4、Please state the relationship if the consignee differs from buyer, and provide consignee information as below:.

5、如果收货人名称与买方不一致, 买方应提供二者关系的证明, 并提供收货人详细信息。



Relationship (关系) :
Consignee (收货人) :
Add (地址) :
Tel (电话) : Fax (传真) :

6. Payment Term (付款方式) :

Payment Term: EXW LA, T/T 26,635 USD 10% deposit before shipment, and rest of 239,715USD 90% balance within 120 days from shipment day.

付款及交货: 美国仓库交货, 发货前支付 26,635 美元 10% 定金, 剩余 90% 货款 239,715 美元 在发货之日起 120 天内支付。

If buyer delays the payment, Seller will collect the penalty. The penalty interest rate is 0.06% per extra day. If Buyer makes the payment within 7 days after the due date, the penalty interest will be free. If Buyer don't make the payment within 10 days after the due date, Seller will make a claim against Buyer through Sinasure. At the same time, Seller will freeze Buyer's OPEN ACCOUNT.

买方须按期支付应付货款, 到期未全额支付视同逾期, 并自逾期日起按未还余额 0.06%/天 计收滞纳金。买家在逾期 7 天内支付完货款的, 免收滞纳金。逾期 10 天以上的, 卖方将向保险公司索赔, 同时冻结买方额度

7. Lead Time: The production period of the contracted goods is 30 working days upon Part B received the full deposit from Part A.

However, if the agreed 26,635 USD 10% deposit of payment aforementioned and agreed is not seen arriving at the bank account of Party B as specified in the agreed contract, the transaction shall be deemed to be cancelled by Party A, and Party B shall have the right of in possession of 100% of the goods and inclusive of the aforementioned 26,635 USD down 10% deposit payment as effected by the Part A.

8. 生产周期: 卖方收到定金后 30 个工作日。

若买方未能在约定的交货期前支付 26,635 美元 的定金, 卖方认为: 买方单方面解除合同。合同解除后, 卖方拥有本合同约定的全部定金和产品的全部所有权、处置权。

9. Delivery: After receiving 26,635 USD agreed payment, Part B shall delivery the contracted goods to Part A based on the signed lead time. Party A is supposed to have the obligation for the factory acceptance test before delivery.

9. 发货: 买方支付约定货款后, 卖方按约定时间发货。发货前买方负有来卖方工厂验收义务。

If Party A has the objections on the product quality、parameters and quantities the contracted goods (including the quantities of the accessories), which must be raised in written form within goods inspection time, otherwise, Party B shall regard as Party A's giving tacit consent to the qualification of the quality and parameters of the contracted goods and the correctness of the quantities. And the buyer needs to sign the



goods inspection report before shipment.

买方如对产品质量、参数和数量（包括配件数量）有异议，应在验货时，以书面的形式向卖方提出，否则卖方视为买方默认产品质量合格、数量无误，并签订显示屏验货单。

10. Warranty & After-sale service: 2 years warranty; the warranty starts from the delivery date of this product. During the warranty, if there is problem from LED screen, Party B should provide 24hours service. Party A should send the broken parts to Party B for fix and cover the express cost; Party B should repair the broken parts, then send to Party A and cover the express cost. If the broken parts cannot be fixed, then Party B should replace the new. During the warranty, Party B has no duty for supplying with on-site service, but if Party A does need Party B's supplying with on-site service, Party B could send engineers to Party A's worksite for service, but the relevant cost should be paid by Party A such as visa, hotel, food, plane ticket for back and forth, and also Party A should pay Party B staff USD100/day/staff (from Party B engineer's departure from Shenzhen) and should help to arrange Party B staff visa. After the warranty, Party B still provides the service, but should charge the basic cost of the material from Party A. If on-site service is needed, the service charge shall keep the same as the rate during warranty. This term is not included the man-made damage and damages caused by the force majeure such as earthquake, hurricane, war, lightning, flood, strike and land acquisition, etc.

10. 售后：保修期 2 年，从发货当日算起。保修期内卖方提供 24 小时技术支持。当需要维修时，买方需将故障部件快递给卖方，维修完成后返还买方。保修期内卖方没有义务提供现场服务，但如需提供现场服务，卖方应派遣工程师到现场提供服务，买方需承担卖方工程师的全部费用费(包括签证、住宿、市内交通，往返机票费等)，同时买方还需承担卖方工程师的出差补助费（每人每天 100 美元，从卖方工程师出发当日算起，买方应协助卖方办理签证）。

保修期满后，如需维修卖方只收取维修所需的人工及材料费等，如需现场服务，服务费用按照保修期内约定执行。此保修条款不适用于不可抗力或人为原因造成的损坏，例如地震，台风、战争、雷电、洪水、罢工、使用不当等。

11. Arbitration: All disputes in connection with this Contract or the execution thereof shall be settled friendly through negotiations. Where no settlement can be reached or any party doesn't want to negotiate, the disputes shall be submitted to Shenzhen Arbitration Committee for arbitration according to its arbitration procedure. Arbitration expenses shall be borne by the losing Party. This contract is subject to Chinese law.

11. 争议解决：当买、卖双方出现争议时，买、卖双方应友好协商解决，协商不成提交《深圳国际仲裁院》仲裁，仲裁费由败诉方承担，本合同适用中国法律。

12. Special Agreement: Both Parties agree that the product quality is independent from the payment and Party A shall not refuse to make payment upon the quality problem. When a quality problem occurs, Party A shall submit for arbitration from



Shenzhen Arbitration Committee for arbitration for the quality dispute.

12. 特别约定：买、卖双方一致同意，产品的质量争议独立于货款的支付，买方不得以质量问题拒绝支付货款。当出现质量问题时，如协商不成，买方应单独就质量争议提请《深圳国际仲裁院》仲裁。

13. The others: the others which have not been described in this contract can be negotiated by both parties, after reaching unanimity through consultations; both parties may sign a supplementary agreement, which as part of the contract shall have the same legal effects as this contract. And this contract will be affected after the signature, sealing of the both authorized representatives and receive the contracted deposit. Email, fax and voice message, etc is all considered important parts of this contract. All of the articles of this contract will be ended automatically after execution of this contract.

13. 其他：本合同未尽事宜，买、卖双方协商一致后，可以签订补充合同。补充合同是本合同重要组成部分。本合同经买、卖双方签字、盖章且卖方收到定金后生效。电子邮件、传真、语音信息等资料均是本合同的重要组成部分。

14. Attention:

A. For the first time to use the LED display or to use the LED display after long time without using it, 50% of the brightness should be used first for more than one hour. Never run the led display above 50% brightness directly.

B. If you don't need to use the led display for a long time, but please remember, you'd better start the led display for more than at least two times every week, and it would be better that each time you must keep the led display running for one hour.

C. Violation of above points might cause dead pixels.

14. 注意事项:

A: 在初次使用或长时间搁置后再次使用 LED 显示屏时，应先采用 50%亮度运行 1 小时以上，切忌直接采用 50%以上的亮度运行。

B: 如长 期不使用 LED 显示屏时，每周至少开启显示屏 2 次以上，每次运行时间要以 1 小时为宜。

C: 如未按照上述步骤进行操作，LED 显示屏可能会出现死灯现象。

15. Other Terms 其他条款:

This contract is made out in Chinese and English. Any difference between the two versions, the English version shall prevail.

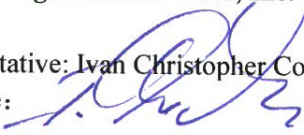
本合同有中英文两种文字，两个版本有不同之处的，以英文版为准。



Buyer (买方) :

Sound Bridge Acoustic Labs, Inc.

Representative: Ivan Christopher Cole

Signature: 

Date: 

Seller (卖方) :

MRLED INC.

Representative: Isaac Xiao

Signature:

Date:

**MRLED INC**

Head office :377 S Lemon Ave STE E Walnut CA91789

PROFORMAINVOICE

Consignee: Sound Bridge / Mr. Chris Cole Phone: +1 214-476-5355 Address: United states Email: icc@soundbridge.com	Seller: MRLED / Isaac Phone : +86 18948723708 Email: isaac@mrled.cn PI No.: MRFS134-170902US PI Date: 2017/09/26
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P3.91 indoor 500*500mm Standard die-casting front service

No	Item	Description/Specification	Qty	Unit	Price/sqm(USD)	Amount USD
1	LED Screen	SMD 2020 3 in 1 black leds	208	Sqm	US\$1,150.00	US\$239,200.00
		Pixel Pitch : 3.91mm				
		Driver IC: MBI 5124				
		Refresh rate: >1920HZ				
		Cabinet style: standard die-casting aluminum				
		Screen brightness:>900nits				
		Cabinet size :W500x H500mm				
		Cabinet Qty: 832pcs				
2	Control system	Receiving card: MRV-210	832	pcs	US\$25	included
		Software	1	pcs	free	free
3	Accessories	Hanging bars: 0.5m	140	pcs	US\$60	US\$8,400
4	Packing	Road cases (US INVENTORY PACKING) (500*500mm cabinets) 8pcs/case	125	pcs	US\$150	US\$18,750
		Modules : 22 LEFT 22 RIGHT	44	pcs	free	free
5	Main spare parts	LED Lamp and other items will be distributed to you proportionally according to this project.			free	free
Total Price (Exw LA) :						US\$266,350

General Terms:

1. Price Term: Exw LA
2. Payment terms: 10% T/T deposit before shipment , and 90% T/T full balance within 120 days after shipment date through Sino-Sure.
3. Product Warranty: 2 Years
4. Delivery time: 30 working days

Banking Information(T/T)

Bank Name : BANK OF AMERICA
 SWIFT Code : BOFAUS3N
 Bank Address : 1605 S AZUSA AVE HACIENDA HEIGHTS CA 91745
 Account Number : 325073540418
 Account Name : MRLED INC

Sound Bridge Acoustic Labs

on behalf of the Buyer

MRLED INC

on behalf of the Seller

Receipt for Goods**MRLED INC.**

MRLED INC.

RECEIVED FROM

377 S LEMON AVE STE E WALNUT CA 91789

ADDRESS

ADDRESS

WALNUT

CALIFORNIA

91789

CITY

STATE

ZIP

DATE 2017.12.21

OUR P.O. #

CHARGES PREPAID

CHARGES COLLECT

FOR DEPT.

JOB NO.

REQ. NO.

INVOICE NO. MRFS134-170902US

DELIVERED BY (CARRIER)

BILL OF LADING #

FREIGHT BILL #

☐ Freight
P.P.☐ Air Freight
Air P.P.☐ Express
Pick-Up☐ Air Express
Messenger☐ Local Delivery

TOTAL # PACKAGES 124 PCS

PARTIAL

COMPLETE

TOTAL WEIGHT 27,635 LBS

PKGS QUANTITY	DESCRIPTION	Amount	WEIGHT	KIND OF PACKAGE
1 104 PCS	LED SCREEN (500mm*500mm, 832 pcs panels)	239, 200 USD	23,157LBS	Road case
2 20 PCS	LED SCREEN ACCESSORIES	27, 150 USD	4,478LBS	Road case
3				
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REMARKS:

RECEIVED BY Sound Bridge Acoustic Labs Inc.

SHIP FROM MRLED INC.